

APPENDIX C
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SUPPLIER PERFORMANCE REVIEW (con't)

C) EQUIPMENT / SUPPLIES	XEROX	KODAK	PITNEY- BOWES	CANON
1) Reliability	_____	_____	_____	_____
2) User Friendly	_____	_____	_____	_____
3) Overall Copy Quality	_____	_____	_____	_____
4) Overall Opinion of Machines	_____	_____	_____	_____
5) On Time Delivery of Equipment	_____	_____	_____	_____
6) Ease of Ordering Supplies	_____	_____	_____	_____
7) On time Delivery of Supplies	_____	_____	_____	_____
Total ÷ 7 = Average	_____	_____	_____	_____
D) SERVICE				
1) Repair Response Time	_____	_____	_____	_____
2) Quality of Repair	_____	_____	_____	_____
3) Parts Availability	_____	_____	_____	_____
4) Notification of Repair Delay	_____	_____	_____	_____
5) Notification of Repair Completion	_____	_____	_____	_____
6) Professionalism	_____	_____	_____	_____
7) Ability to Resolve Service Issues	_____	_____	_____	_____
8) Receipt of Reports	_____	_____	_____	_____
9) Overall Service	_____	_____	_____	_____
Total ÷ 9 = Average	_____	_____	_____	_____

COMMENTS _____

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YEAR 2000 COMPLIANCE

Seller, and any goods and services supplied by Seller shall be Year 2000 Compliant and Compatible, and shall function without error or fault in the processing (including but not limited to calculating, managing, manipulating, comparing and sequencing) of date and date-related data, for the years 2000 and beyond. At Buyers request, Seller shall certify in writing its compliance with the foregoing.

ENTIRE AGREEMENT

This contract, including the purchase orders and /or releases issued pursuant hereto, shall constitute the entire agreement between Seller and Buyer with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. In the event of any conflict between the preprinted terms and conditions of the purchase orders and/or releases (Appendix A,B, C) and this Contract, the terms shall prevail. No provisions of this Contract shall be deemed waived, amended or modified by either party unless suach waiver, amendment or modification is in writing, and signed by an authorized representative of each party.

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In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered, in duplicate, by their duly authorized officers, effective as of the Effective Date.

GENERAL MOTORS CORPORATION

By: Catherine Loria
Buyer - WW Purchasing
Title

By: _____
Title

SUPPLIER

By: J. Annicelli
Director of Operations
Title

By: _____
Title

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In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered, in duplicate, by their duly authorized officers, effective as of the Effective Date.

GENERAL MOTORS CORPORATION

By: Catherine Louie
Buyer - WW Purchasing
Title

By: _____
Title

SUPPLIER

By: J. Annicelli
Director of Operations
Title

By: _____
Title

CANON
CANADA
PRICING

Corporate Contract 4019
Appendix A

Price List Schedule
Toner Inclusive Rental Pricing - Copiers

General Motors Corporation
March 21, 1997
Canon Canada Pricing

	36-Month Rental	
	Monthly Base	Meter Charge
NP6012	\$ 55	\$ 0.0269
NP2120 (Includes ADF-D1 and MS-A1 Sorter)	155	0.0216
NP4050 (Includes RDF-B1 and Sorter-A1)	291	0.0173
NP4080	355	0.0173
NP6050 (Includes Stapler Sorter-E1)	665	0.0121
NP6060 (Includes Stapler Sorter-A1)	667	0.0121
NP6080 (Includes Stapler Sorter-A1)	768	0.0115
NP9800 (Includes Stapler Sorter-A1)	1049	0.0116
NP9850 (Includes Finisher-FN1)	2007	0.0100

Model	Standard Accessories
NP6012	(1 Cassette - Statement/Letter/Letter R/Legal, NP Cartridge-B1)
NP2120	(2 Cassettes - 1 Letter, 1 Legal, Drum Unit)
NP4050	(3 Cassettes - 1 Letter, 1 Letter R, 1 Legal, Drum Unit)
NP4080	(3 Cassettes - 1 Letter, 1 Letter R, 1 Legal, CD Unit, Drum Unit)
NP6050	(2 Cassettes - Statement/Letter/Legal/Ledger, 2 Paper Drawers, RDF-D1, Drum Unit)
NP6060	(2 Paper Drawers, Paper Deck, RDF-A1, Drum Unit)
NP6080	(3 Cassettes - 1 Letter R, 1 Legal, 1 Ledger, Paper Deck, RDF-A1, Drum Unit)
NP9800	(1 Paper Feeding Unit - Letter/Letter R/Ledger, RDF-A1, Sub-Feeder, Stapler Sorter-A1, Drum Unit)
NP9850	(1 Dual Drawer Paper Feeding System)

Service Rates are subject to up to 7% annual escalator.

01/01/97

**Price List Schedule
Purchase Pricing-Contract Level Program**

Corporate Contract 4019
Appendix A
General Motors Corporation
March 21, 1997
Canon Canada Pricing

Model	Standard Accessories	Canadian Pricing
NP6012	(1 Cassette - Statement/Letter/Letter R/Legal, NP Cartridge-B1)	\$1,545
NP2120	(2 Cassettes - 1 Letter, 1 Legal, Drum Unit)	3,534
NP4050	(3 Cassettes - 1 Letter, 1 Letter R, 1 Legal, Drum Unit)	7,044
NP4080	(3 Cassettes - 1 Letter, 1 Letter R, 1 Legal, CD Unit, Drum Unit)	9,126
NP6050	(2 Cassettes - Statement/Letter/Legal/Ledger, 2 Paper Decks, RDF-D1, Drum Unit)	19,398
NP6060	(2 Paper Drawers, Paper Deck, RDF-A1, Drum Unit)	19,548
NP6080	(3 Cassettes - 1 Letter R, 1 Legal, 1 Ledger, Paper Deck, RDF-A1, Drum Unit)	22,419
NP9800	(1 Paper Feeding Unit - Letter/Letter R/Ledger, RDF-A1, Sub-Feeder, Stapler Sorter-A1, Drum Unit)	34,380
Accessories		
Document Feeders		
ADF-A1 (2120)		\$ 1,072
RDF-B1 (4050/4080)		1,308
RDF-B1 Editor II (4080)		1,700
Computer Form Feeder-A2 (6060)		1,005
Sub Feeder-A1 (6060/6080)		922
Sorters		
MS-A1 Sorter (2120)		\$ 1,636
Sorter-A1 (2120/4050/4080)		1,507
Sorter-B1 (4050/4080/6060/6080)		1,853
Stapler Sorter-A1 (4050/4080/6060/9800)		2,676
Stapler Sorter-A1 (6080)		INC
Stapler Sorter-D2 (2120)		928
Stapler Sorter-E2 (6050)		INC
Auto Stapler-A1 (4050/4080)		1,703
Auto Stapler Folder-A1(4050/4080)		3,179
Tandem Kit for Sorter-B1/Stapler Sorter-A1 (6060/6080/9800)		456
Paper Decks		
Paper Deck Pedestal-C1 (2120)		\$ 980
Paper Deck Pedestal-D1 (4050/4080)		1,336
Cabinets		
Cabinet (6012)		\$ 129
Cabinet (2120)		221
Cabinet (4050/4080)		168
Cassette Feeding Unit-D1(4050/4080)		950
Cassettes		
Cassette (6012)		\$ 65
Cassette (2120)		INC
Cassette (4050/4080)		INC
Cassette (6050)		139
Cassette (6080 - Ltr/Legal/Ledger/Statement R)		105
Cassette (6080 - Ltr R)		153
Color Developing Units		
CD Unit (4080)		\$ 338
CD Unit Changer-A1 (4080)		1,630

01/01/97

Corporate Contract 4019
Appendix A

Price List Schedule
Purchase Pricing-Contract Level Program

General Motors Corporation
March 21, 1997
Canon Canada Pricing

Accessories Miscellaneous	Canadian Pricing
Image Editing Unit-B1 (4080)	\$ 552
Supporting Plate (9800)	110
Control Card V	229
Control Card V Kit for Sub Feeder (6060/6080/9800)	229
Basic Card Set	141
Card Set 1 (1-30)	131
Card Set 2 (31-100)	281
Card Set 3 (101-200)	406
Copy Data Controller-A1 (6050)	612
Keypad-A1 (6050)	595
Control Card Printer-A1	126
IC Card Unit 1 (4080)	417
IC Card AM-1 (4080)	126
200 DPI Board (4080)	127
Copy Tray Type B (6060/6080)	56
Copy Tray-C2 (6050)	48
Platen Cover Type B (4050/4080)	236.10

01/01/97

Corporate Contract 4019
Appendix A

Price List Schedule
Maintenance Rates-Contract Level Program-Toner Inclusive

General Motors Corporation
March 21, 1997
Canon Canada Pricing

Includes periodic service calls, all intervening service calls, all replacement parts (including photoreceptor drums, except as noted), service labor and black toner.

Model	Monthly Charge	Copies Included	Excess Copies
NP6012 ¹	\$ 26.90	1,000	.0269
NP2120	108	5,000	.0216
NP4050	121	7,000	.0163
NP4080	173	10,000	.0163
NP6050	0	0	.0121
NP6060	484	50,000	.0115
NP6080	0	0	.0115
NP9800	290	25,000	.0116

¹ Does not include drum cartridge.

Accessory service pricing is included in basic monthly service charge in Canada.

01/01/97

Corporate Contract 4019
Appendix A

**Price List Schedule
Supply Pricing**

**General Motors Corporation
March 21, 1997
Canon Canada Pricing**

Black Toner	Packaging	Price
NP6012	1 cartridge/case	\$ 45.20/case
NP2120	4 cartridges/case	98/case
NP4050/4080	1 cartridge/case	75/case
NP6050	1 bottle/case	154/case
NP6060	1 bottle/case	158/case
NP6080	1 bottle/case	96/case
NP9800	1 bottle/case	97/case
Colored Toner		
NP2120 ¹	CT Unit	\$ 152/unit
NP4080 ¹	4 cartridges/case	45/case
Initiator		
Initiator (4080) ¹	1 bottle/case	\$ INC
Miscellaneous		
NP Cartridge-B1 (6012)	1 cartridge/case	\$ 350.88/case
NP Label Type D	100 sheets/box	43/box
NP Transparency Type E	100 sheets/box	51/box
Staple Cartridge-A1 (Stapler Sorter-A1/Stapler Sorter-C1)	3 cartridges/case (5,000/cartridge)	58/case
Staple Cartridge-D2 (Stapler Sorter-D2)	3 cartridges/case (2,000/cartridge)	42/case
Staple-E1 for Stapler Sorter-E2	3 inserts/case (5,000 staples/insert)	75/case
Roll Paper for Control Card Printer-A1	5 rolls/case	10/case

¹ Available in brown, blue, green, and red.

01/01/97

GENERAL MOTORS CORPORATION
Canon Canada Pricing

PURCHASE PRICING

<u>Model</u>	<u>Canadian Pricing</u>
CLC350 ¹	\$ 18,688
CLC700	32,438
CLC800	41,188
BJ2436	N/A
CJ7 Color Bubble Jet Copier	3,702
CJ10 Color Bubble Jet Copier	4,742

Accessories

Film Scanner II (350) ²	8,422
Film Scanner III (700/800) ³	12,618
Film Scanner Cabinet (350)	317
Film Projector	
(Auto Focus 8"x10" copy) (350)	3,136
Film Projector-A1 (700/800)	3,767
Film Projector (CJ7/CJ10)	885
Film Projector (2436)	N/A
Editor-F1 (700)	1,340
Rotary Changer-A1 (700/800)	748
Rotary Changer (350)	650
Rotary Changer (2436)	N/A
Interface Board (350)	1,500
Image Editing Unit VII (350)	1,025
Image Editing Unit Separating Kit (350)	298
Intelligent Editor (CJ7/CJ10)	1,072
RDF III (350)	2,012
RDF-E1 (700/800) ³	2,879
Sorter-D1 (700/800) ³	3,614
Video Adaptor 10 (NTSC) (CJ7/CJ10)	1,326
Paper Deck IX (350)	351
Offset Tray II (350)	254
Cassette (350)	90
Cassette lg (700/800)	191
Cassette sm (700/800)	163
Cassette (2436)	N/A
Control Card V (350/700/800/2436)	229
Control Card V Kit (2436)	N/A
Control Card Printer (350/700/800/2436)	126
Basic Card Set (350/700/800/2436)	141
Card Set 1 (1-30) (350/700/800/2436)	126
Card Set 2 (31-100) (350/700/800/2436)	417
Card Set 3 (101-200) (350/700/800/2436)	317
IC Card Unit 1 (350)	417
IC Card AM-1 (350)	126

Installation charges included in pricing.

GENERAL MOTORS CORPORATION
Canon Canada Pricing

PURCHASE PRICING

Accessory

Canadian Pricing

**Intelligent
Processing Units**

PS-IPU (350/700/800)	\$ 11,638
IPU-10 (350/700/800) ⁴	4,309
CJ PS-IPU (CJ10)	3,978
IPU SS (2MB SCSI) (CJ10)	1,957
IPU DG (16MB GPIB) (CJ10)	3,975

CJ IPU Kits

IPU Kit for Macintosh (CJ10)	473
IPU Kit for Windows/AT Bus (CJ10)	568
IPU Kit for Windows/MCA Bus (CJ10)	790

Accessories for IPU-10

Digital (GPIB) Interface Board	225
Digital (SCSI) Interface Board	225
Analog (NTSC) Interface Board	625
Monitor (NTSC) Interface Board	1,696
Text Memory Board 32 (TM-32I)	2,757
Image Memory Board 48 (IM-48)	2,328
Image Memory Board 192 (IM-192)	7,595
IPU Cabinet	406
Extension Board	568
IPU-10 ROM Kit	54

¹ Includes Cabinet.

² Requires Interface Board.

³ Available in 1995.

⁴ Requires IPU-10 ROM Kit when used with CLC700 or CLC800.

NOTE: In order to use the Control Card System, the following items are required:
Control Card and the Basic Card Set. Card Sets 1, 2, and 3 and Control Card Printer
are optional. The IC Card Unit 1 includes one (1) IC Card AMI.

Listed below are the cassettes provided with each model copier:

CLC350 (3) Cassettes - 1 Cassette (pre-set at Letter R), 1 Cassette (pre-set at Legal),
and 1 Cassette (pre-set at Ledger)
CLC700 (2) Cassettes - 1 Letter, 1 Letter/Letter R/Legal/Ledger
CLC800 (3) Cassettes - 1 Letter, 2 Letter/Letter R/Legal/Ledger
CJ7 (1) Cassette - Letter
CJ10 (1) Cassette - Letter

GENERAL MOTORS CORPORATION
Canon Canada Pricing

CANON INVOICED
MAINTENANCE RATES - FULL COVERAGE

Includes periodic service calls, all intervening service calls, all replacement parts (including photoreceptor drums), and service labor.

<u>Model</u>	<u>Payment Plan</u>	<u>Canadian Pricing</u>
CLC350 1,000 copies/mo.	Monthly service contract budget fee Plus \$0.26 per copy from 1,001 to 3,000 copies per mo. Plus \$0.23 per copy over 3,000 copies per mo.	\$ 284
CLC700 2,000 copies/mo.	Monthly service contract budget fee Plus \$0.20 per copy from 2,001 to 5,000 copies per mo. Plus \$0.18 per copy over 5,000 copies per mo.	400
CLC800 5,000 copies/mo.	Monthly service contract budget fee Plus \$0.16 per copy from 5,001 to 10,000 copies per mo. Plus \$0.13 per copy over 10,001 copies per mo.	980
BJ2436	N/A	
BJ2436	N/A	
CJ7	Monthly service contract budget fee	18
CJ10	Monthly service contract budget fee	18

Accessories

Film Scanner II (350)	Monthly service contract budget fee	40
Film Scanner III (700/800)	Monthly service contract budget fee	60
Film Projector (Auto Focus 8"x10" copy) (350)	Monthly service contract budget fee	15

GENERAL MOTORS CORPORATION
Canon Canada Pricing

Corporate Contract 4019
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CANON INVOICED
MAINTENANCE RATES - FULL COVERAGE (Cont'd)

<u>Model</u>	<u>Payment Plan</u>	<u>Canadian Pricing</u>
Film Projector-A1 (700/800)	Monthly service contract budget fee	18
Film Projector (CJ7/CJ10)	Monthly service contract budget fee	5
Film Projector (2436)	N/A	
Editor-F1 (700/800)	Monthly service contract budget fee	10
Rotary Changer-A1 (700/800)	Monthly service contract budget fee	5
Rotary Changer (2436)	N/A	
Image Editing Unit VII (350)	Monthly service contract budget fee	10
Intelligent Editor (CJ7/CJ10)	Monthly service contract budget fee	5
RDF III (350)	Monthly service contract budget fee	10
RDF-E1 (700/800)	Monthly service contract budget fee	10
Sorter-D1 (700/800)	Monthly service contract budget fee	10

GENERAL MOTORS CORPORATION
Canon Canada Pricing

Corporate Contract 4019
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CANON INVOICED
MAINTENANCE RATES - FULL COVERAGE (Cont'd)

<u>Model</u>	<u>Payment Plan</u>	<u>Canadian Pricing</u>
Video Adapter 10 (NTSC) (CJ7/CJ10)	Monthly service contract budget fee	5
<u>Intelligent Processing Units</u>		
PS-IPU (350/ 700/800)	Monthly service contract budget fee	111
IPU-10 (350/ 700/800)	Monthly service contract budget fee	45
CJ PS-IPU (CJ10)	Monthly service contract budget fee	41
IPU SS (2MB SCSI) (CJ10)	Monthly service contract budget fee	10
IPU DG (16MB GPIB) (CJ10)	Monthly service contract budget fee	37
<u>Accessories for IPU-10</u>		
Digital (GPIB) Interface Board	Monthly service contract budget fee	3
Digital (SCSI) Interface Board	Monthly service contract budget fee	3
Analog (NTSC) Interface Board	Monthly service contract budget fee	7
Monitor (NTSC) Interface Board	Monthly service contract budget fee	20
Text Memory Board 32 (TM-32I)	Monthly service contract budget fee	40

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GENERAL MOTORS CORPORATION
Canon Canada Pricing

CANON INVOICED
MAINTENANCE RATES – FULL COVERAGE (Cont'd)

<u>Model</u>	<u>Payment Plan</u>	<u>Canadian Pricing</u>
Image Memory Board 48 (IM-48)	Monthly service contract budget fee	\$ 45
Image Memory Board 192 (IM-192)	Monthly service contract budget fee	80

GENERAL MOTORS CORPORATION
Canon Canada Pricing

SUPPLY PRICING

<u>Supply</u>	<u>Packaging</u>	<u>Price</u>
Toner (350) ¹	1 bottle/case	\$ 146.00/case
Toner (700/800) ¹	1 bottle/case	107.00/case
Starter (350) ¹	1 bottle/case	45.00/case
Starter (700/800) ¹	1 bottle/case	76.00/case
<u>BJ Cartridges</u>		
BJ Cartridge BC-40 (CJ7/CJ10) ¹	1 cartridge/box	80.00/box
BJ Cartridge (2436) ¹	N/A	
<u>BJ Paper</u>		
Color BJ Paper LC-201 LTR (CJ7/CJ10)	200 sheets/box	29.00/box
Color BJ Paper LC-201 STMT (CJ7/CJ10)	200 sheets/box	12.00/box
Roll Paper (2436)	N/A	
<u>BJ Label</u>		
Color BJ Label Sheet LS-101 LTR (CJ7/CJ10)	10 sheets/box	5.00/box
<u>BJ Card Stock</u>		
Color BJ Card Sheet CS-101 (CJ7/CJ10)	50 sheets/box	28.00/box
Color Glossy Card Sheet NS-101 (CJ7)	50 sheets/box	28.00/box
Color BJ Glossy Card Sheet NS-201 (CJ7/CJ10)	50 sheets/box	28.00/box
<u>BJ Photo-Sheet Film</u>		
BJ Photo-Sheet Film CA-101 (CJ7)	N/A	
<u>Transparencies</u>		
Transparency Film (350)	50 sheets/box	64.00/box
Transparency Film (700/800)	50 sheets/box	50.00/box
Color BJ OHP Transparencies		
CT-101 LTR (CJ7/CJ10)	50 sheets/box	96.00/box
BJ Transparencies (2436)	N/A	
Canon Transparency Protectors	N/A	
<u>CLC Card Sheet</u>		
Card Sheet NS-700 Ledger (700/800)	500 sheets/box	77.00/case
Card Sheet NS-700 Legal (700/800)	500 sheets/box	62.00/case
Card Sheet NS-700 Letter (700/800)	500 sheets/box	50.00/case

¹ Available in Black, Cyan, Magenta, and Yellow.

GENERAL MOTORS CORPORATION
Canon Canada Pricing

Corporate Contract 4019
Appendix A
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GRAPHICS TONER INCLUSIVE
RENTAL PRICING

TONER INCLUSIVE SERVICE RATES ARE NOT OFFERED IN CANADA

TONER SUPPLIES ARE SOLD SEPARATELY

GENERAL MOTORS CORPORATION
Canon Canada Pricing

PURCHASE PRICING

<u>Model</u>	<u>Canadian Pricing</u>
GP55	\$ 15,296
GP55F	17,425

Listed below are the cassettes provided with each model:

GP55/GP55F - Dual Front-Loading Cassettes (500 sheets each)

Limited Service Availability

Installation charge is included in the equipment pricing.

GENERAL MOTORS CORPORATION
Canon Canada Pricing

Accessory Purchase Pricing

<u>Accessory</u>	<u>Canadian Pricing</u>
RDF-C1 Editor	\$ 2,371
Film Projector	1,318

Connectivity Accessories

MDC-A1	2,635
Interface Board-A1 ³	807
G3 Fax Board ¹	3,043
GP Handset-A1 ¹	161
Printer Board-P1 (PCL) ³	2,614
Network Interface Board-P1 (Ethnet) ³	1,045
PS GP Unit	8,891

Document Feeders

ADF-C1	1,632
RDF-C1	1,814

Sorters

Sorter-C1 ²	2,792
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Finishers

Stapler Sorter-C1 ²	3,863
Stapler Sorter-D1	1,288

Paper Decks

Paper Deck Pedestal w/Duplexing-G1	3,043
Paper Deck Pedestal-H1	2,154

Cabinets

Pedestal w/ Duplexing Unit-A1 Cabinet	1,853
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GENERAL MOTORS CORPORATION
Canon Canada Pricing

Accessory Purchase Pricing - Continued

Accessory Canadian Pricing

Miscellaneous

Image Editing	
Unit-A2	\$ 572
Control Card V (GP55)	246
Control Card for GP55F	246
Control Card Printer	136
Basic Card Set	152
Card Set 1	141
Card Set 2	302
Card Set 3	436

¹ Requires GP55F and MDC.

² Requires Cabinet, Paper Deck Pedestal-H1, Paper Deck Pedestal with Duplexing-G1, or Pedestal with Duplexing-A1 for installation.

³ Requires MDC.

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GENERAL MOTORS CORPORATION
Canon Canada Pricing

CANON INVOICED
MAINTENANCE RATES - FULL COVERAGE

Includes periodic service calls, all intervening service calls, all replacement parts (including photoreceptor drums), and service labor.

<u>Model</u>	<u>Payment Plan</u>	<u>Canadian Pricing</u>
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GP55	PENDING: Service rates will be issued in Canada by 2/1/95.	
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GP55F	PENDING: Service rates will be issued in Canada by 2/1/95.	
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Accessories

Accessory service pricing is included in the base service cost per month.
It is not an extra charge per item.

Corporate Contract 4019
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GENERAL MOTORS CORPORATION
Canon Canada Pricing

SUPPLY PRICING

Black Toner

Packaging

Canadian Pricing

GP55/GP55F

1 cartridge/case

\$53.00/case

Miscellaneous

Staple Cartridge-A1

3 cartridges/case (5,000/cartridg

61.00/case

Staple Cartridge-D1

5 cartridges/case (1,000/cartridg

45.00/case

CORPORATE PURCHASE CONTRACT 4023
PAGE 1 OF 27

GENERAL MOTORS CORPORATION

This is a Contract, dated the first day of January, 1995 between CANON USA, INC., LAKE SUCCESS, NY a Corporation of the State of NEW YORK, NY hereafter referred to as the "Seller" and General Motors Corporation, Detroit, Michigan, a Corporation of the State of Delaware and its wholly owned subsidiaries hereinafter referred to as the "Buyer" and its purchasing locations, hereinafter, referred to as the "Purchaser", WITNESSETH:

Three Year Contract

Seller agrees that Purchaser's locations may order Seller's FACSIMILE EQUIPMENT AND/OR SERVICES identified herein "Equipment" for the period commencing January 1, 1995 through December 31, 1997 upon and subject to the terms and conditions stated herein.

This Corporate Purchase Contract constitutes the entire Corporate Standards Program covering FACSIMILE EQUIPMENT AND/OR SERVICES, whereby, all GM locations shall have the latitude of selecting from those products included therein.

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- II. Purchase
- III. Rental
- IV. Maintenance
- V. Supplies
- VI. Appendix

TERMS OF PAYMENTS: GM - Net 25th Prox.; EDS & Hughes - Net 30 Days
F.O.B. Our Plant

DELIVERIES: Delivery shall be made between the date hereof and January 31, 1998 as may be specified from time to time on Purchaser's purchase orders, on or before the Contract expiration date of December 31, 1997.

GM CONFIDENTIAL

CORPORATE PURCHASE CONTRACT 4023
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GENERAL MOTORS CORPORATION

Section I - General Terms and Conditions

- 1.0 Implementation of Contract
- 2.0 Commitments
- 3.0 Order Placement
- 4.0 Delivery
- 5.0 Installation
- 6.0 Condition of Equipment
- 7.0 Acceptance of Equipment
- 8.0 Pricing
- 9.0 Taxes
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- 19.0 Confidentiality
- 20.0 GM Terms and Conditions
- 21.0 Corporate Divestment
- 22.0 Addendum to General Motors' Standard Terms and Conditions

CORPORATE PURCHASE CONTRACT 4023
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GENERAL MOTORS CORPORATION

SECTION I - GENERAL TERMS AND CONDITIONS

1.0 IMPLEMENTATION OF CONTRACT

- 1.1 Any Purchaser's location may participate in this Contract at any time during the term of this Contract by the issuance of a purchase order(s)/release(s) referencing this Contract.
- 1.2 In the event that Seller cannot meet delivery, performance criteria, technology, or technical requirements, the Purchaser shall have the alternative to solicit and place the requirement with an alternative approved supplier.

2.0 COMMITMENTS

It is recognized by Purchaser that Seller is one of four authorized vendors for Purchaser. However, Purchaser and Seller recognize and agree that Purchaser equipment requirements may fluctuate. Seller agrees that Purchaser has made no representation, warranty, guarantee or commitment that Purchaser will purchase any minimum quantity of products or services under this Contract. Seller further agrees that any inventories which Seller may establish or which may otherwise arise from Seller's performance under this Contract shall be at the sole risk and responsibility of Seller. Purchaser has made no representation, warranty, guarantee or commitment that Purchaser will be obligated to purchase all or any part of such inventories.

3.0 ORDER PLACEMENT

The Purchaser shall issue individual purchase orders, releases or amendments referencing this contract number to Seller at the following address:

Canon USA, Inc.
100 Park Blvd.
Itasca, IL 60143
Attn: Milt Ward
1-800-457-2751, Ext. 7760

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GENERAL MOTORS CORPORATION

SECTION I - GENERAL TERMS AND CONDITIONS

4.0 DELIVERY

4.1 Seller shall make deliveries in accordance with the date (s) specifically negotiated by Purchaser and Seller. If Seller is unable to furnish the total quantity as requested, Seller shall immediately advise Purchaser. Seller shall not delay shipment(s) without Purchaser's authorization. If Seller cannot make deliveries in accordance with Purchaser's purchase order or suborder release under this Contract by the date(s) specified, Purchaser in addition to any other remedies contained in this Contract shall have the option to cancel, at no charge, the individual purchase order/release or any portion thereof.

4.2 Seller shall deliver, at no charge, install, and put into operating condition Equipment at the installation site(s) designated by the Purchaser. Equipment shall be delivered by Seller's nearest authorized dealer.

5.0 INSTALLATION

5.1 Purchaser shall provide electrical connections and electricity for the Equipment furnished hereunder that complies with the electrical requirements specified by Seller. Purchaser shall also provide a suitable place for the Equipment furnished hereunder that conforms with the environmental limitations, ventilation statistics, physical dimensions, and space requirements set forth by Seller.

5.2 Seller shall waive all equipment removal and relocation charges.

6.0 CONDITION OF EQUIPMENT

SELLER AGREES TO PROVIDE BRAND NEW CURRENTLY MANUFACTURED EQUIPMENT.

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SECTION I - GENERAL TERMS AND CONDITIONS

7.0 STANDARD OF PERFORMANCE AND ACCEPTANCE OF EQUIPMENT

- 7.1 Purchaser shall accept each item of Equipment on the date (the "Acceptance Date") when (i) necessary documentation has been received. (ii) such Equipment performs in accordance with and/or conforms to its applicable specifications, and (iii) such Equipment successfully completes thirty (30) working day performance and reliability testing period described in section 7.2
- 7.2 In addition to the warranties set forth in this Contract, Equipment must complete a thirty (30) consecutive working day performance and reliability testing period. If Equipment does not perform in accordance with its applicable specifications for at least ninety-seven percent (97%) of Purchaser's normal working hours for thirty (30) consecutive days during a forty-five (45) day testing period following the actual installation date of the Equipment, then Purchaser shall so inform Seller in writing. Upon receipt of such notice, Seller shall, at Purchaser's option, repair or replace the unacceptable Equipment at no additional cost to Purchaser. The repaired or replacement Equipment shall be subject to the performance and reliability tests set forth in this paragraph.
- 7.3 Equipment which has been accepted by Purchaser and then modified or replaced shall be deemed to have met Purchaser's standard performance if it operates in conformance with Seller's published technical specifications at an average effectiveness level of ninety-seven percent (97%) or more during a thirty (30) consecutive day period. The average effectiveness level is a percentage figure determined by dividing the accumulated actual productive operational use time of the additional equipment by the sum of actual productive operational use time plus downtime resulting from failure of the equipment being tested.

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GENERAL MOTORS CORPORATION

SECTION I - GENERAL TERMS AND CONDITIONS

7.0 STANDARD OF PERFORMANCE AND ACCEPTANCE OF EQUIPMENT CONTINUED

- 7.4 Seller shall maintain daily records to satisfy all requirements of this Section 7.0.
- 7.5 In the event that the cumulative inoperativeness for a unit of Equipment exceeds ten percent (10%) in any calendar month, Purchaser may request a replacement unit or terminate the portion of the order covering the inoperative unit of equipment at no charge. Purchaser may terminate the P.O., replace the equipment or request technical assistance until such time that the Seller meets the requirements.
- 7.6 Replacement Equipment shall be installed within two (2) working days after existing equipment has been classified as inoperative and/or unrepairable.

8.0 PRICING

- 8.1 Prices, charges and rates applicable to this Contract are contained within the attached Appendices. All prices are net prices. Prices are firm for the duration of this Contract.
- 8.2 Seller agrees to deliver, install, or remove those items specified in Section VI Appendices A at no charge to the Purchaser.
- 8.3 Seller warrants that any unit prices charged herein do not exceed the unit prices charged by Seller to other customers in substantially similar transactions.
- 8.4 Seller represents and warrants that the prices set forth in the attached Appendices are as low as those Seller has charged to its other customers for the same or similar products or services of the same quality for delivery during the same periods of time in the same general geographical area under the same or similar conditions. In the event that during the period of this Contract Seller reduces said prices to any of its other customers or Purchaser's organizations for the same or similar products or services of the same or similar quantity for delivery within the same geographical area and under the same or similar conditions, then Seller shall notify

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SECTION I - GENERAL TERMS AND CONDITIONS

8.0 PRICING CONTINUED

8.4 CONTINUED

the Buyer in writing of such reductions or increases and the Purchaser shall modify in writing the prices specified in the attached Appendices to reflect the reduced prices or markups or increased prices effective as of the date the lower prices shall have been established.

8.5 Seller also represents and warrants that the prices set forth the attached Appendices do not and will not violate any federal, state, country or municipal law or regulation relative to price discrimination, price fixing or price stabilization. Seller agrees to indemnify, exonerate and hold Purchaser harmless from any such violations.

8.6 Non-U.S. Pricing, Canadian: All terms and conditions for equipment to be placed in Canada will be governed by this contract. Pricing for such placements are contained within Section VI, Appendix A. Invoicing and payment shall be made in the local currency. Taxes will be invoiced separately.

8.7 Non-U.S. Pricing, Mexican: Pricing mutually beneficial to both parties shall be negotiated with Sellers representative, subject to the terms and conditions of that country. Invoicing and payment shall be made in the local currency. Taxes will be invoiced separately.

9.0 TAXES

Seller shall pay all applicable taxes on equipment, accessories and supplies covered hereunder, except for sales or use taxes which shall be paid by the Purchaser.

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10.0 INVOICING

Seller shall submit the following minimum information with each invoice.

- 10.1 Contract Number.
- 10.2 Purchase Order/Release Number
- 10.3 Item Number/Model Number/Serial Number and/or Description
- 10.4 Unit Net Price
- 10.5 Name of person issuing Purchase Order/Release Number

SECTION I - GENERAL TERMS AND CONDITIONS

11.0 VERIFICATION

- 11.1 Purchaser shall have the right to request appropriate computer information, records and catalogs pertaining to this Contract and work hereunder at all reasonable times, and shall have the right to determine the correctness and propriety of the charges billed by Seller. If any such inspection discloses any mispricing resulting in overpayment by Purchaser, the amount thereof shall be refunded to Purchaser promptly upon demand. Purchaser may, at its option, withhold such payments from any amounts otherwise due from Purchaser to Seller.
- 11.2 Seller shall maintain a copy of all books, records and catalogs utilized for pricing under this Contract for at least four (4) years after termination of this contract, and or purchase order.
- 11.3 If, after examination of twenty-five percent or more of the total dollars invoiced for the specified period, it is determined that pricing errors exists, it is mutually understood and agreed that the error factor will be extrapolated over the remaining billings. Seller may elect to perform a review of invoices referred to in Purchaser's report. Within thirty (30) days or such additional time thereafter as Purchaser may agree as reasonable, Seller may bring to Purchaser's attention errors or discrepancies, if any, in Purchaser's audit findings. The error factor will then be adjusted, as required. Seller shall promptly thereafter submit proper debit or credit memos in accordance with the instructions of the Purchaser.

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SECTION I - GENERAL TERMS AND CONDITIONS

12.0 PAYMENT

Purchaser will make payment on a monthly basis, subject to alternative arrangements as may be mutually agreed to between Seller and Purchaser. Accumulation of releases for the purpose of a single invoice is permissible, provided, however that the release number and date of order placement is so identified. Co-mingling of different purchase orders or implementing agreements for the purpose of a single invoice, however, is not permitted.

13.0 REPORTS

13.1 Seller shall prepare and distribute to Buyer the following reports by major subdivision and in summary form, by the 15th day of the second month following each calendar quarter.

13.1.1 Contract Status Report - A report which identifies the Buyer's current rental and purchased population of Seller's equipment segregated by model numbers.

13.1.2 Sales Report - A report which identifies generated sales per current quarter and contract year-to-date.

13.1.3 Savings Report - A report with savings resulting from utilization of this contract vs. the pricing in effect October 31, 1994.

13.2 The reports described in 13.0 are to be provided to the Corporate Contract Administrator at the address identified within Section 14.1 and as requested to the Buyer at the individual buying location.

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GENERAL MOTORS CORPORATION

SECTION I - GENERAL TERMS AND CONDITIONS

14.0 NOTICES

- 14.1 Notices and reports to Buyer transmitted by mail or telegram shall be addressed to:

Purchasing Agent
General Motors Acceptance Corporation
3044 West Grand Blvd.
Rm. 3-101
Detroit, MI 48202

NOTE: Copies to be mailed to the following:

Senior Buyer
Corporate Purchase Contracts
General Motors Corporation
3044 West Grand Blvd.
GM Bldg., Room 5-136
Detroit, MI 48202

Contract Negotiator
EDS
5400 Legacy Drive
Plano, TX 75024
Mail Stop H1-10-36

Contract Administrator
Hughes
Bldg. E04 MS 155
P O Box 902
2000 E. El Segundo Blvd.
El Segundo, CA 90245

- 14.2 Notices to Seller transmitted by mail or faxes shall be addressed to:

Contract Manager
National Account Manager
Canon USA, Inc.
One Canon Plaza
Lake Success, NY 11042
Attn: Joseph J. Annicelli

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NOTE: Copies to be mailed to the following:
Administrator Coordinator
National Account Division
Canon USA, Inc.
100 Park Blvd.
Itasca, IL 60143

SECTION I - GENERAL TERMS AND CONDITIONS

15.0 INDIVIDUAL EQUIPMENT TERM

In the event of termination or expiration of this Contract as set forth herein, the prices, terms and conditions for individual unit purchase orders issued hereunder shall survive for the balance of their initial or renewal term subject to any possible price increase or decrease which may take place during the initial term of this Contract or any renewal option.

16.0 INCORPORATION BY REFERENCE

All documents cited and referred to in this Contract are incorporated herein by such reference and made in integral part hereof.

17.0 CONTRACT TERMINATION WITHOUT CHANGE

Any portion of or all of this Contract may be canceled for cause by either party upon thirty (30) day written notification. Seller shall be given reasonable notice of such cause and a reasonable period of time to correct any such error or cause. If Seller cannot correct such cause to satisfaction of Buyer, then Buyer can terminate this Contract without penalty.

18.0 FOREIGN COUNTERPURCHASE PROGRAM

Seller's participation in this program is not possible at the outset of this Contract. If Seller's participation later becomes possible, during the term of this Contract, discussions will promptly be re-opened between Seller and Purchaser to implement that participation.

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GENERAL MOTORS CORPORATION

19.0 CONFIDENTIALITY

Seller acknowledges that in the course of performance of its obligations pursuant to this Contract, Seller may obtain certain confidential and/or proprietary information of Buyer of its affiliates or customers, including the terms and conditions of this Contract. Seller hereby agrees that all information communicated to it by Buyer, its affiliates, or customers, whether before or after the Effective Date, shall be received in strict confidence, and shall be used only for purposes of this Contract. Information shall not be disclosed by Seller, its agents or or employees without the prior written consent of Buyer, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the reasonable control of Seller. The provisions of this Section shall survive the term or termination of this Contract for any reason.

TERMS AND CONDITIONS

[illegible]

By: M. G. Clark
Corporate Purchase Contracts Staff Manager

By: Sam L. Nason
Corporate Purchase Contracts Staff Purchasing Buyer

By: James C. Eck
Title: Director & General Manager

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GENERAL MOTORS CORPORATION

SECTION I - GENERAL TERMS AND CONDITIONS

21.0 CORPORATE DIVESTMENT

21.1 Buyer and its Subsidiaries, affiliates and Divisions are currently procuring products and services from Seller based on the Terms and Conditions of this Contract.

21.2 In the event that ant Buyer, Subsidiary, Affiliate or Division is sold to or merged with a third party, such new entity shall separately and independetly be allowed to continue to utilize such products or services and to procure any new or additional products or services from Supplier under the Terms and Conditions of this Contract at no at no additional charge. Such right shall continue for the remaining term of this Contract. Such new entity shall separately and independently assume the rights and obligations set forth in this Contract.

22.0 ADDENDUM TO GM STANDARD TERMS AND CONDITIONS

Indemnification: Reference applicable paragraph 16. GM Terms and Conditions except change arising out of the sole to "proximately caused by".

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GENERAL MOTORS CORPORATION

SECTION II - PURCHASE TERMS AND CONDITIONS

- 1.0 PRICING
- 2.0 TITLE
- 3.0 WARRANTY
- 4.0 RELOCATION OF EQUIPMENT

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GENERAL MOTORS CORPORATION

SECTION II - PURCHASE TERMS AND CONDITIONS

1.0 PRICING

Pricing and identification of equipment available for purchase are contained within Section VI, Appendix A. Purchased equipment shall be in new condition with minimum meter readings resulting from initial set-up and installation trials.

2.0 TITLE

2.1 Seller represents and warrants that at the time of sale of Equipment to Purchaser, Seller shall transfer title to Purchaser free and clear of all claims, liens, encumbrances, judgments, taxes or fees or whatever nature, and shall, at any time requested by Purchaser and at Seller's expense, provide necessary papers to transfer title to purchaser and to remove any uncertainty which may interfere with Purchaser's title.

2.2 Seller hereby agrees to indemnify, hold harmless, and exonerate the Purchaser, its officers, agents and employees, from and against any and all claims, liens, encumbrances, judgments, liabilities, losses, taxes or fees, costs, penalties and damages of any nature whatsoever, including costs and expenses incidental hereto, arising out of the following:

2.2.1 Any failure by Seller to transfer free and clear title to Purchaser of all Equipment purchased.

2.2.2 Any violation by Seller of applicable laws, ordinances, codes and regulations which apply to Equipment covered under this Contract prior to the time of transfer of title to Purchaser.

2.2.3 Any payments for the costs of all taxes, excises or governmental charges of any nature assessed on Equipment purchase hereunder, prior to the time of transfer of title to Purchaser.

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GENERAL MOTORS CORPORATION

SECTION II - PURCHASE TERMS AND CONDITIONS

3.0 WARRANTY

- 3.1 Seller's Equipment is warranted to be free from manufacturing and material defects for a period of one year from the date of the Equipment's installation. Any Equipment purchased from Seller which becomes defective during the period will be repaired or replaced at Seller's discretion either at the Purchaser's site or at Seller's plant with shipping costs to be borne by Seller.
- 3.2 Claims by the Purchaser in regard to any defect in Equipment must be made within the warranty period. Seller will either replace the defective Equipment or correct the error, but Equipment may not be returned without the consent of Seller.
- 3.3 Except as otherwise provided in this Contract, the above represents Seller's sole warranty with respect to purchased items. THE WARRANTIES CONTAINED IN THIS CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT. SELLER WILL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE (UNLESS CAUSED SELLER'S NEGLIGENCE), LOSS OR PROFIT OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, which exceed the aforestated obligation are hereby disclaimed by Seller and excluded from this contract.
- 3.4 Any alterations, additional, changes or improper use or care of the Equipment by the Purchaser will void the above stated warranty provisions.

CORPORATE PURCHASE CONTRACT 4023
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GENERAL MOTORS CORPORATION

SECTION II - PURCHASE TERMS AND CONDITIONS

4.0 RELOCATION OF EQUIPMENT

Seller shall be responsible for transporting Seller's installed Equipment at no charge. Seller shall assist Purchaser with such relocation by performing the following tasks provided the Equipment was covered at the time of relocation by a FSM purchase order in accordance with Section IV, Paragraph 2.0.

- 4.1 Ascertain that the new location complies with Equipment's electrical requirements.
- 4.2 Prepare Equipment for movement.
- 4.3 Install Equipment at new location.

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GENERAL MOTORS CORPORATION

SECTION III - RENTAL TERMS AND CONDITIONS

- 1.0 Pricing
- 2.0 Maintenance and Supplies
- 3.0 Equipment Liability
- 4.0 Use
- 5.0 Title
- 6.0 Relocation
- 7.0 Termination of Equipment
- 8.0 General

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GENERAL MOTORS CORPORATION

SECTION III - RENTAL TERMS AND CONDITIONS

1.0 PRICING

Rental prices and identification of equipment available for rental are contained within Section VI, Appendix A. Rental plans are based upon a flat monthly charge of either a two or three year duration.

2.0 MAINTENANCE AND SUPPLIES

All rental plans include Full Service Maintenance (FSM). Supplies are not included.

3.0 EQUIPMENT LIABILITY

The Purchaser is relieved of all risks of physical loss or damage to said Equipment, except when such loss or damage is caused by Purchaser's negligence. In any event, Purchaser's total liability shall not exceed the cost of Equipment lost or damaged, less depreciation.

4.0 USE

The Equipment shall in all events, and though attached to realty, be deemed Seller's personal property. Purchaser will keep the rented Equipment free from all liens and encumbrances which may arise solely due to the fact that rented equipment is in the possession of Purchaser.

5.0 TITLE

Title to Equipment shall remain with the Seller; and unless otherwise expressly provided herein, risk of loss shall follow title. Purchaser shall, whenever requested by Seller, advise Seller of the location of Equipment.

6.0 RELOCATION

6.1 Seller shall move Equipment on the date(s) specified by Purchaser provided, however, that Purchaser shall furnish ten (10) days advance written notice for the movement of Equipment.

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GENERAL MOTORS CORPORATION

SECTION III - RENTAL TERMS AND CONDITIONS

6.0 RELOCATION CONTINUED

- 6.2 Purchaser shall not alter, remove or dispose of any Equipment covered hereunder without prior written approval of Seller.
- 6.3 Upon Purchaser's issuance of notice to relocate Equipment, Seller shall:
 - 6.3.1 Ascertain that the new location complies with the Equipment's electrical requirements.
 - 6.3.2 Prepare Equipment for movement.
 - 6.3.3 Install Equipment at a new location.

7.0 TERMINATION OF EQUIPMENT

- 7.1 Early Termination Charges will not be assessed for any unit (s) terminated due to business closing, and/or major employee redeployment which has been installed a minimum of ninety (90) days. Thirty (30) days prior to written notice of termination is required and the Equipment canceled cannot be replaced by a competitive unit. Early Termination Charges will not be assessed for any unit(s) terminated that to meet uptime performance requirements hereunder.
- 7.2 Seller shall remove Equipment on the date(s) specified by Purchaser provided, however, that Purchaser shall furnish ten (10) days advance written notice for the movement of Equipment.
- 7.3 Early Termination Charges for Equipment cancelled due to the installation of competitive equipment shall be an amount equal to the Purchaser's monthly minimum charges in effect for the Equipment at the time of cancellation multiplied by the number of months remaining in the contract, not to exceed four (4) months plus all unpaid meter charges.

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GENERAL MOTORS CORPORATION

7.0 TERMINATION OF EQUIPMENT CONTINUED

- 7.4 Within thirty (30) days of the termination or expiration of any implementing purchase order/release issued under this Contract, Seller shall promptly remove the rented Equipment from the premises of the Purchaser. Seller shall be responsible for all loss or damage to such premises or property of Purchaser caused by the negligent acts of Seller in so removing the rented Equipment. The rented Equipment shall be returned to Seller in as good condition as when received, except for reasonable wear and tear resulting from any lawful use hereunder.

SECTION III - RENTAL TERMS AND CONDITIONS

8.0 GENERAL

- 8.1 Purchase agrees to bear all risks of theft, loss or damage to Equipment not caused by Seller's employees or agents. Purchaser's total liability shall not exceed the cost of Equipment lost or damaged, less depreciation.
- 8.2 Purchaser agrees not to or allow other to alter or remove Seller's Equipment or remove Seller's insignia or label.
- 8.3 Purchaser agrees to provide Seller access, subject to security requirements, to Purchaser's premises to accommodate Seller's delivery, installation service, inspection of equipment, meter readings and delivery of supplies.

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GENERAL MOTORS CORPORATION

SECTION IV - MAINTENANCE TERMS AND CONDITIONS

- 1.0 Plans Available
- 2.0 Full Service Maintenance (FSM)
- 3.0 Per Call Maintenance (PCM)